



Terms and Conditions

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Introduction

Welcome to CloudClevr Clevr360.

The objective of these CloudClevr Clevr360 Terms and Conditions document is to establish the rules and guidelines that super admins (and authorised users) must adhere to when accessing and using the CloudClevr Clevr360 software platform ('Clevr360'). These Terms and Conditions form a legally binding agreement between CloudClevr Holdings Limited ('CloudClevr or 'us' or 'we') the entity which you, the super admin, represents.

References to 'you' herein means you and the entity which you represent.

Acceptance of Terms

By accessing and using Clevr360 provided by CloudClevr you agree to comply with and be bound by these terms and conditions. If you do not agree with any part of these terms, please do not use Clevr360. If you continue to use Clevr360 you will be deemed to have accepted these Terms and Conditions.

You represent and warrant that you have the right and authority to act on behalf of and bind such entity and yourself. Any acts or omissions caused by you shall render the entity liable to CloudClevr under these Terms and Conditions.

User Responsibilities

You are responsible for any authorised users who you add to the account within your entity to access to or use Clevr360. In certain cases, you may wish other authorised users to set up individual accounts to use Clevr360. You are responsible for ensuring that any such authorised users who you give access to and use CloudClevr are aware of, understand and comply with these Terms and Conditions.

You must ensure that you and any such authorised users keep passwords confidential, do not share them and deal with them in a secured manner. If you suspect unauthorised use of your account, please contact Support@cloudclevr.com

Usage Restrictions

You may not use Clevr360 for any unlawful purpose or in any way that could damage, disable, or impair the functionality of Clevr360.

Unauthorised access to Clevr360 is strictly prohibited.

You must take your own precautions to ensure that the process which you employ for accessing Clevr360 does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.



CloudClevr does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of Clevr360.

You must use Clevr360 in a lawful manner and you shall not cause or knowingly allow others to cause any nuisance, annoyance, or inconvenience whether to us or our other customers who use Clevr360. Furthermore, you shall not use Clevr360 to transmit or post any material which is fraudulent, hateful, sexually, or racially or ethnically or otherwise objectionable, defamatory, offensive, obscene, or menacing.

Intellectual Property

All intellectual property rights related to and in Clevr360 (including the software), including but not limited to trademarks, copyrights, and patents, are owned by CloudClevr or other third parties. You are granted a limited, non-exclusive, non-transferable license to use Clevr360 (including the software) for its intended purpose. Nothing in these Terms and Conditions grants you a right or licence to use any trademark, design right or copyright or any other intellectual property owned or controlled by CloudClevr or any other third party except as expressly provided in these Terms and Conditions.

Data Privacy / Confidentiality

CloudClevr is committed to protecting your privacy. By using Clevr360, you consent to the collection, processing, and storage of your data as outlined in our Privacy Policy, which is incorporated by reference into these Terms and Conditions and is set out Privacy. [Policy Link](#). Unless we agree otherwise in writing, you are provided with access to Clevr360 for your use only. Without limiting the foregoing, you may not, without our written permission, sell, share, give away or copy any information obtained from Clevr360 to any third party other than for the intended purpose for which CloudClevr provides such information. These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

Termination

Your access to Clevr360 may be terminated and/or suspended at any time by us without notice for any reason whatsoever with no liability to you. These Terms and Conditions will nevertheless survive any such termination.

Changes to Terms

CloudClevr reserves the right from time to time to modify these Terms and Conditions and such modifications shall become effective immediately upon posting such modified Terms and Conditions. Any use by you of Clevr360 after the posting of such modified Terms and Conditions will be deemed accepted by you of such modified Terms and Conditions.

CloudClevr may, at any time, on notice to you, charge for use of Clevr360.



Liability

We do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms and Conditions purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.

Neither we nor any of our affiliates accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of Clevr360 or your use of or reliance on information contained on or accessed through the software portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions is hereby excluded. You acknowledge that Clevr360 may be hosted by a third party and, without limiting the terms of this disclaimer, that neither we nor our affiliates are responsible for the act or omission of any third party.

In no event shall we be liable to you for any direct or indirect, special, or consequential damages, including without limitation to damages resulting from loss of profits, subscriptions, expenditures, contracts, or data arising out of the inability to use Clevr360, the misuse of the password or other identification data.

You acknowledge that Clevr360 is provided via the internet and that we have no control over and/or the security of the internet. We endeavour to ensure that Clevr360 will be free of bugs and secure, but we cannot guarantee it will operate fault free or at all or that there will be no computer viruses and we do not assume any liability for timely, error-free, and uninterrupted access to the internet. We are not liable for hardware damage, loss of or corruption of data or downtime.

All information including reports and summaries, without limitation ('Information'), is created from information provided by third parties with whom you may or may not contract. The Information is provided as-is and CloudClevr gives no warranties or guarantees of any kind, whether expressed or implied, that such Information is error-free and accurate. CloudClevr is not providing you with legal, accounting, or other professional advice. You should contact your own professionals and/or check the Information so provided to ensure that it is accurate and error-free before you rely on it. CloudClevr is not a back-up service. You are solely responsible for securing and backing up your content stored on CloudClevr. We do not warrant that any level of back-up will be available in respect of any content on CloudClevr. In the event of any loss or damage to your data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged data.

You agree that the limitations and exclusions set out in these Terms and Conditions are reasonable having regard to the relevant circumstances and the use you are permitted to make of Clevr360.



Governing Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any legal actions or proceedings relating to your use of Clevr360 shall be brought before the competent courts of the England and Wales.

By using Clevr360, you acknowledge that you have read, understood, and agree to these Terms and Conditions.